

Exhibit 1

Samsung Service: Terms and Conditions

1. Agreement between Samsung and the User

1.1 In this document:

(a) "We", "us", or "Samsung" means Samsung Electronics Co., Ltd, whose principal place of business is at 416, Maetan-3dong, Yeongtong-gu, Suwon-si, Gyeonggi-do, Korea; and

(b) "Services" means Samsung's productions, application, software, information offering services, services, websites and other related services provided by us or any third party designated by us on or through the Samsung Smart TV, excluding any services provided under a separate written agreement; and

(c) "User" or "you" means a user of Samsung's Services.

1.2 Your use of the Services is subject to Section 5.1 and the other terms and conditions set out below and any other terms and policies made applicable to the User, including but not limited to, Samsung's Privacy Policy and supplemental terms for certain Services (all such terms and conditions collectively constituting this "Agreement"). If use of any Service or a portion thereof requires the User to have a Samsung Account, the Samsung Account Terms and Conditions will apply to the User's registration for and use of the Samsung Account. In case of a conflict between the terms of this Agreement and the Samsung Account Terms and Conditions, this Agreement will govern with respect to your use of the Services, and the Samsung Account Terms and Conditions will govern with respect to your use of the Samsung Account in connection with the Services.

2. Acceptance of Agreement

2.1 You must accept the terms of this Agreement in order to use the Services, and may not use the Services otherwise. By using our Services, you are agreeing to the terms of this Agreement and this Agreement becomes legally binding between you and Samsung in relation to the Services and your use of the Services.

2.2 If you are a parent or guardian permitting a person under the legal age of majority ("Minor") to use the Services, you agree to: (i) supervise the Minor's use of the Services; (ii) assume all risks associated with the Minor's use of the Services, including the receipt and transmission of information and materials via the Services and the transactions made for Digital Goods and Third Party Services; (iii) assume any liability resulting from the Minor's use of the Services; and (iv) be bound by this Agreement for the Minor's access and use of the Services.

3. Translation of this Agreement

User acknowledges and agrees that any translation of this Agreement in a language other than English is provided for the User's convenience only. The English language version of this Agreement governs in the event of any contradiction

between a translation and the English language version of this Agreement.

4. The Services

4.1 Generally

(a) The Services are provided to you by Samsung and in some cases, by Samsung's Affiliates (as defined in Clause 14.5) on behalf of Samsung. You agree that Samsung's Affiliates are each entitled to provide the Services to you under this Agreement.

(b) You acknowledge and agree that there may be non-material changes to the form and nature of the Services provided from time to time without prior notice to you. Samsung will use commercially reasonable efforts to notify you of material changes to the Services.

(c) You acknowledge and agree that Samsung may, in its sole discretion, suspend or cease providing the Services (or any part of the Services) to a specific User or all Users upon prior notice.

4.2 Digital Goods, Third Party Services

(a) The Services may include digital goods, including but not limited to movies, applications, and games provided by Samsung or third parties through the Smart TV ("Digital Goods", and where provided by a third party and not Samsung, "Third Party Goods") or may link to other websites, content, resources and services provided by a third party and not Samsung ("Third Party Services"). Your access to and use of Third Party Goods and Third Party Services shall be governed by an agreement between you and the provider of Third Party Goods or Third Party Services, and shall not be governed by the terms of this Agreement or any other agreement between you and us.

(b) You purchase and use Third Party Goods and Third Party Services at your own risk. User acknowledges and agrees that Samsung is not responsible for, and will not be liable for, any Third Party Goods or Third Party Services or the User's purchase, use, or reliance thereupon, including the availability, suitability, reliability, or performance thereof, and Samsung does not endorse any Third Party Goods or Third Party Services or any advertising, products or other materials on or available via Third Party Goods or Third Party Services.

(c) SAMSUNG MAKES NO REPRESENTATION AND PROVIDES NO WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING ANY THIRD PARTY GOOD OR ANY THIRD PARTY SERVICE, AND SAMSUNG SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. Using the Services

2.1 You must accept the terms of this Agreement in order to use the Services, and may not use the Services otherwise. By using our Services, you are agreeing to the

terms of this Agreement and this Agreement becomes legally binding between you and Samsung in relation to the Services and your use of the Services.

2.2 If you are a parent or guardian permitting a person under the legal age of majority ("Minor") to use the Services, you agree to: (i) supervise the Minor's use of the Services; (ii) assume all risks associated with the Minor's use of the Services, including the receipt and transmission of information and materials via the Services and the transactions made for Digital Goods and Third Party Services; (iii) assume any liability resulting from the Minor's use of the Services; and (iv) be bound by this Agreement for the Minor's access and use of the Services.

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(b) You purchase and use Third Party Goods and Third Party Services at your own

risk. User acknowledges and agrees that Samsung is not responsible for, and will not be liable for, any Third Party Goods or Third Party Services or the User's purchase, use, or reliance thereupon, including the availability, suitability, reliability, or performance thereof, and Samsung does not endorse any Third Party Goods or Third Party Services or any advertising, products or other materials on or available via Third Party Goods or Third Party Services.

(c) SAMSUNG MAKES NO REPRESENTATION AND PROVIDES NO WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING ANY THIRD PARTY GOOD OR ANY THIRD PARTY SERVICE, AND SAMSUNG SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. Using the Services

5.1 The Services are provided only for your personal, noncommercial use. Subject to the terms and conditions of this Agreement, Samsung hereby grants you, and you accept, a limited, personal, nonexclusive, nontransferable and revocable right to use the Service only as authorized in this Agreement and in any applicable separate terms from Samsung. Access to the Services is licensed, not sold. All references to the Services include all related graphics, user interfaces, scripts and software used to implement and provide access to the Services, and any updates, upgrades, enhancements, modifications, revisions or additions to the Services made available by Samsung. However, Samsung is under no obligation to provide any updates, upgrades, enhancements, modifications, revisions or additions to the Services.

5.2 You must not access or attempt to access any of the Services other than through the interface for the Services made available by Samsung. Without limiting the foregoing, you must not access or attempt to access any of the Services through any automated means, including scripts or web crawlers.

5.3 You agree to comply with all instructions made available to you in connection with the Services.

5.4 Certain Services may automatically download and install updates from time to time from Samsung. Such updates may be in various forms, including bug fixes, enhanced or new functions or features, new software modules and completely new versions. You agree to receive such updates (and permits Samsung to deliver such updates to you) as part of the Services.

5.5 You must not engage in any activity that may cause interference with or disruption to the Services or any servers or networks that are connected to the Services.

5.6 You must not reproduce, reverse-engineer, duplicate, copy, re-transmit, distribute, sell, trade or resell all or any portion of the Services, any code forming a part of the Services, and all or any portion of any Third Party Goods or Third Party Services.

5.7 A Service may have supplemental service terms and require additional consent from you before such Service or a feature or functionality of such Service is made available to you. By providing the additional consent, you shall be bound by the applicable supplemental terms in addition to this Agreement. To the extent of any actual conflict between the supplemental terms and this Agreement, the supplemental terms shall govern but only as specifically related to the Service to which the supplemental terms are applicable.

6. Payment, Samsung Checkout on TV

6.1 Samsung may make available to Users various electronic payment methods, such as credit card, or PayPal, to facilitate the purchase of the Digital Goods with the "Samsung Checkout on TV" service. Samsung may or may not be the seller of the Digital Goods you purchase. When you purchase Digital Goods with Samsung Checkout on TV, you agree to abide by all applicable terms and conditions governing such electronic transaction whether such terms are included in an agreement with Samsung, the provider of Third Party Goods or Third Party Services, any provider of the means to conduct an electronic payment transaction, and your credit card company and your financial institution. Samsung reserves the right to add or remove payment methods at its sole discretion and possibly without notice to you.

6.2 When you make a purchase with Samsung Checkout on TV, your total price will include applicable sales tax. Except as stated in Section 6.5, all sales are final.

2.1 You must accept the terms of this Agreement in order to use the Services, and may not use the Services otherwise. By using our Services, you are agreeing to the terms of this Agreement and this Agreement becomes legally binding between you and Samsung in relation to the Services and your use of the Services.

2.2 If you are a parent or guardian permitting a person under the legal age of majority ("Minor") to use the Services, you agree to: (i) supervise the Minor's use of the Services; (ii) assume all risks associated with the Minor's use of the Services, including the receipt and transmission of information and materials via the Services and the transactions made for Digital Goods and Third Party Services; (iii) assume any liability resulting from the Minor's use of the Services; and (iv) be bound by this Agreement for the Minor's access and use of the Services.

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(b) You acknowledge and agree that there may be non-material changes to the form and nature of the Services provided from time to time without prior notice to you. Samsung will use commercially reasonable efforts to notify you of material changes to the Services.

(c) You acknowledge and agree that Samsung may, in its sole discretion, suspend or cease providing the Services (or any part of the Services) to a specific User or all Users upon prior notice.

4.2 Digital Goods, Third Party Services

(a) The Services may include digital goods, including but not limited to movies, applications, and games provided by Samsung or third parties through the Smart TV ("Digital Goods", and where provided by a third party and not Samsung, "Third Party Goods") or may link to other websites, content, resources and services provided by a third party and not Samsung ("Third Party Services"). Your access to and use of Third Party Goods and Third Party Services shall be governed by an agreement between you and the provider of Third Party Goods or Third Party Services, and shall not be governed by the terms of this Agreement or any other agreement between you and us.

(b) You purchase and use Third Party Goods and Third Party Services at your own risk. User acknowledges and agrees that Samsung is not responsible for, and will not be liable for, any Third Party Goods or Third Party Services or the User's purchase, use, or reliance thereupon, including the availability, suitability, reliability, or performance thereof, and Samsung does not endorse any Third Party Goods or Third Party Services or any advertising, products or other materials on or available via Third Party Goods or Third Party Services.

(c) SAMSUNG MAKES NO REPRESENTATION AND PROVIDES NO WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING ANY THIRD PARTY GOOD OR ANY THIRD PARTY SERVICE, AND SAMSUNG SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. Using the Services

5.1 The Services are provided only for your personal, noncommercial use. Subject to the terms and conditions of this Agreement, Samsung hereby grants you, and you accept, a limited, personal, nonexclusive, nontransferable and revocable right to use the Service only as authorized in this Agreement and in any applicable separate terms from Samsung. Access to the Services is licensed, not sold. All references to the Services include all related graphics, user interfaces, scripts and software used to implement and provide access to the Services, and any updates, upgrades,

enhancements, modifications, revisions or additions to the Services made available by Samsung. However, Samsung is under no obligation to provide any updates, upgrades, enhancements, modifications, revisions or additions to the Services.

5.2 You must not access or attempt to access any of the Services other than through the interface for the Services made available by Samsung. Without limiting the foregoing, you must not access or attempt to access any of the Services through any automated means, including scripts or web crawlers.

5.3 You agree to comply with all instructions made available to you in connection with the Services.

5.4 Certain Services may automatically download and install updates from time to time from Samsung. Such updates may be in various forms, including bug fixes, enhanced or new functions or features, new software modules and completely new versions. You agree to receive such updates (and permits Samsung to deliver such updates to you) as part of the Services.

5.5 You must not engage in any activity that may cause interference with or disruption to the Services or any servers or networks that are connected to the Services.

5.6 You must not reproduce, reverse-engineer, duplicate, copy, re-transmit, distribute, sell, trade or resell all or any portion of the Services, any code forming a part of the Services, and all or any portion of any Third Party Goods or Third Party Services.

5.7 A Service may have supplemental service terms and require additional consent from you before such Service or a feature or functionality of such Service is made available to you. By providing the additional consent, you shall be bound by the applicable supplemental terms in addition to this Agreement. To the extent of any actual conflict between the supplemental terms and this Agreement, the supplemental terms shall govern but only as specifically related to the Service to which the supplemental terms are applicable.

6. Payment, Samsung Checkout on TV

6.1 Samsung may make available to Users various electronic payment methods, such as credit card, or PayPal, to facilitate the purchase of the Digital Goods with the "Samsung Checkout on TV" service. Samsung may or may not be the seller of the Digital Goods you purchase. When you purchase Digital Goods with Samsung Checkout on TV, you agree to abide by all applicable terms and conditions governing such electronic transaction whether such terms are included in an agreement with Samsung, the provider of Third Party Goods or Third Party Services, any provider of the means to conduct an electronic payment transaction, and your credit card company and your financial institution. Samsung reserves the right to add or remove payment methods at its sole discretion and possibly without notice to you.

6.2 When you make a purchase with Samsung Checkout on TV, your total price will

include applicable sales tax. Except as stated in Section 6.5, all sales are final.

6.3 To utilize Samsung Checkout on TV, you will need to have a Samsung Account. If you don't have one already, you can sign up at account.samsung.com or on Smart TV. Use of the Samsung Account will be subject to the Samsung Account Terms and Conditions, available at <https://account.samsung.com/membership/terms>. You are responsible for providing accurate payment information and the full payment of your Digital Goods purchases. By using Samsung Checkout on TV, you authorize Samsung to charge your credit card or another selected payment account for your purchases. If you want to change your payment information, you may do so any time at the "Purchase Information" section within Samsung Smart Hub. There may be a temporary disruption of your access to the Samsung Checkout on TV service until the validity of the new payment information is verified. Samsung does not store your actual credit card information or payment account log-in information.

6.4 Please note that the prices and currency charged for Digital Goods may vary depending on your location. Prices for Digital Goods may change at any time, and Samsung Checkout on TV does not provide price protection or refunds in the event of a price reduction or promotional offering.

6.5 Refund

(a) Except for In-App Purchases (as defined below), you may receive a refund of a purchased application for which you have paid through Samsung Checkout on TV (a "Paid App") for any reason within two (2) hours of completing the purchase, provided that you have not accessed, watched, streamed, played, viewed, or otherwise used the Paid App. To request a refund, please submit the refund request through the "Purchase History" section of the Samsung Smart Hub. Samsung will initiate the refund process upon (i) receipt of the request and (ii) confirmation that the Paid App has not been accessed or used, and will remove or delete the Paid App for which the refund is sought. After expiration of the two (2)-hour refund request window, you must submit any refund request directly to the seller of Paid App. The seller has sole discretion over whether to honor the request, and you agree that Samsung has no responsibility or liability for the seller's decision or its refund process or policy. If you are unable to identify the seller, please contact us at payontv.help@samsung.com.

(b) Each request for a refund of a purchase made via Samsung Checkout on TV within an application (an "In-App Purchase") must be submitted directly to the seller in accordance with its policies, not to Samsung. Seller has sole discretion over whether to honor the refund request, and you agree that Samsung has no responsibility or liability for the Seller's decision or its refund process or policy.

(c) As distinct from subsections 6.5(a) and (b), if you are unable to download or receive a Paid App because of a technical problem, or if the Paid App is materially defective, please contact us at payontv.help@samsung.com. In such circumstances Samsung may, in its sole discretion, replace, make available for

re-download, or refund the Paid App. For In-app Purchase, please contact the seller directly for any technical problems or defects relating to In-App Purchases. Samsung has no responsibility or liability for technical problems or defects relating to In-App Purchases. For avoidance of any doubt, Samsung will not refund you for any In-App Purchase.

7. Content Rights

7.1 Samsung is not responsible for any content you may access as part of or via your use of the Services (including audio and sound files, data files, images, graphics, animation, music, photographs, software, videos and written text) that were created by or are owned by a third party ("Third Party Content"), including advertisements, messages, or other sponsored content. Any responsibility or liability for any Third Party Content shall remain solely with the creator, owner, or licensee of such Third Party Content and not with Samsung whatsoever.

7.2 You acknowledge and agree that Third Party Content is protected by the proprietary and intellectual property rights of the creator, owner and licensee of such Third Party Content. You must not modify, reverse-engineer, copy, rent, lease, loan, sell, resell, re-transmit, distribute, trade, publicly display or create derivative works of any Third Party Content, either in whole or in part, without obtaining a license from such creator, owner or licensee.

7.3 Samsung, at its sole discretion, may, but is not obligated to, pre-screen, review, flag, filter, modify, refuse, suspend, or remove any Third Party Content that are provided to you as part of or via the Services, without giving prior notice to you.

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(b) You purchase and use Third Party Goods and Third Party Services at your own risk. User acknowledges and agrees that Samsung is not responsible for, and will not be liable for, any Third Party Goods or Third Party Services or the User's purchase, use, or reliance thereupon, including the availability, suitability, reliability, or performance thereof, and Samsung does not endorse any Third Party Goods or Third Party Services or any advertising, products or other materials on or available via Third Party Goods or Third Party Services.

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terms from Samsung. Access to the Services is licensed, not sold. All references to the Services include all related graphics, user interfaces, scripts and software used to implement and provide access to the Services, and any updates, upgrades, enhancements, modifications, revisions or additions to the Services made available by Samsung. However, Samsung is under no obligation to provide any updates, upgrades, enhancements, modifications, revisions or additions to the Services.

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6.4 Please note that the prices and currency charged for Digital Goods may vary depending on your location. Prices for Digital Goods may change at any time, and Samsung Checkout on TV does not provide price protection or refunds in the event of a price reduction or promotional offering.

6.5 Refund

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(b) Each request for a refund of a purchase made via Samsung Checkout on TV within an application (an "In-App Purchase") must be submitted directly to the seller in accordance with its policies, not to Samsung. Seller has sole discretion over whether to honor the refund request, and you agree that Samsung has no responsibility or liability for the Seller's decision or its refund process or policy.

(c) As distinct from subsections 6.5(a) and (b), if you are unable to download

or receive a Paid App because of a technical problem, or if the Paid App is materially defective, please contact us at payontv.help@samsung.com. In such circumstances Samsung may, in its sole discretion, replace, make available for re-download, or refund the Paid App. For In-app Purchase, please contact the seller directly for any technical problems or defects relating to In-App Purchases. Samsung has no responsibility or liability for technical problems or defects relating to In-App Purchases. For avoidance of any doubt, Samsung will not refund you for any In-App Purchase.

7. Content Rights

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7.2 You acknowledge and agree that Third Party Content is protected by the proprietary and intellectual property rights of the creator, owner and licensee of such Third Party Content. You must not modify, reverse-engineer, copy, rent, lease, loan, sell, resell, re-transmit, distribute, trade, publicly display or create derivative works of any Third Party Content, either in whole or in part, without obtaining a license from such creator, owner or licensee.

7.3 Samsung, at its sole discretion, may, but is not obligated to, pre-screen, review, flag, filter, modify, refuse, suspend, or remove any Third Party Content that are provided to you as part of or via the Services, without giving prior notice to you.

7.4 You acknowledge and agree that, by using the Services, you may be exposed to Third Party Content that you may find offensive, indecent or objectionable and that, in that respect, you agree to use the Services at your own risk. You agree to assume such risk on behalf of any Minor for whom you are the Minor's parent or legal guardian using the Services, and you agree to shield and not expose such Services from or to any Minor using the Services who is not your child or for whom you are not such Minor's legal guardian.

8. Samsung's Proprietary Rights

8.1 You acknowledge and agree that Samsung (or Samsung's licensors) owns all legal right, title and interest in and to the Services, including all intellectual property rights (existing anywhere in the world and whether registered or not) which subsist in the Services.

8.2 You must not remove, obscure, or alter any proprietary rights (including copyright and trade mark notices) which are affixed to or contained within the Services.

9. Advertisements

The Services or a part thereof may display advertisements and promotions and may be supported by advertising revenue. Such advertisements and promotions may be targeted to you based on information you may make available through the Services and through queries made by third parties in connection with your use of the Services.

10. Changes to this Agreement; Notice of Changes

Samsung may make changes to the terms of this Agreement from time to time. When material changes are made, Samsung will provide Users with reasonable advance notice before such changes become effective. If the User wants to accept the revised Agreement, the User shall reset the Smart Hub, then go through the set-up process again.

11. Termination of this Agreement

11.1 The Agreement will remain in force until terminated by either the User or Samsung in accordance with the terms of this Agreement.

11.2 The User may terminate this Agreement at any time by resetting the Smart HUB. .

11.3 Samsung may terminate this Agreement (a) immediately if the User has breached any provision of this Agreement; (b) immediately if Samsung is required to do so by law or regulation (for example, where the provision of the Services to the User is, or becomes, unlawful); or (c) upon thirty (30) days' notice, if Samsung determines in its sole discretion to terminate or discontinue providing the Services in the territory in which the User is resident or from which the User uses the Services. Nothing in this Clause 11.3 affects Samsung's rights in relation to the provision of Services under Clause 4.

12. Warranties Disclaimer

12.1 THE SERVICES ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. SAMSUNG, ITS AFFILIATES AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

12.2 WITHOUT LIMITING THE PREVIOUS DISCLAIMER, SAMSUNG, ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICES WILL (a) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER, (b) WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS OR ERRORS (c) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU AND THE INFORMATION YOU PROVIDE) FROM UNAUTHORIZED ACCESS, (d) WILL BE ACCURATE, COMPLETE, OR RELIABLE, (e) THAT THE

QUALITY OF THE SERVICES WILL BE SATISFACTORY TO YOU, OR (f) THAT ERRORS OR DEFECTS WILL BE CORRECTED.

12.3 THE USER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USER'S OWN DISCRETION AND RISK AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY CONSEQUENCE(S) THAT RESULTS, INCLUDING ANY DAMAGE OR HARM CAUSED BY ANY VIRUS, SPYWARE, WORM OR MALWARE.

2.1 You must accept the terms of this Agreement in order to use the Services, and may not use the Services otherwise. By using our Services, you are agreeing to the terms of this Agreement and this Agreement becomes legally binding between you and Samsung in relation to the Services and your use of the Services.

2.2 If you are a parent or guardian permitting a person under the legal age of majority ("Minor") to use the Services, you agree to: (i) supervise the Minor's use of the Services; (ii) assume all risks associated with the Minor's use of the Services, including the receipt and transmission of information and materials via the Services and the transactions made for Digital Goods and Third Party Services; (iii) assume any liability resulting from the Minor's use of the Services; and (iv) be bound by this Agreement for the Minor's access and use of the Services.

3. Translation of this Agreement

User acknowledges and agrees that any translation of this Agreement in a language other than English is provided for the User's convenience only. The English language version of this Agreement governs in the event of any contradiction between a translation and the English language version of this Agreement.

4. The Services

4.1 Generally

(a) The Services are provided to you by Samsung and in some cases, by Samsung's Affiliates (as defined in Clause 14.5) on behalf of Samsung. You agree that Samsung's Affiliates are each entitled to provide the Services to you under this Agreement.

(b) You acknowledge and agree that there may be non-material changes to the form and nature of the Services provided from time to time without prior notice to you. Samsung will use commercially reasonable efforts to notify you of material changes to the Services.

(c) You acknowledge and agree that Samsung may, in its sole discretion, suspend or cease providing the Services (or any part of the Services) to a specific User or all Users upon prior notice.

4.2 Digital Goods, Third Party Services

(a) The Services may include digital goods, including but not limited to

movies, applications, and games provided by Samsung or third parties through the Smart TV ("Digital Goods", and where provided by a third party and not Samsung, "Third Party Goods") or may link to other websites, content, resources and services provided by a third party and not Samsung ("Third Party Services"). Your access to and use of Third Party Goods and Third Party Services shall be governed by an agreement between you and the provider of Third Party Goods or Third Party Services, and shall not be governed by the terms of this Agreement or any other agreement between you and us.

(b) You purchase and use Third Party Goods and Third Party Services at your own risk. User acknowledges and agrees that Samsung is not responsible for, and will not be liable for, any Third Party Goods or Third Party Services or the User's purchase, use, or reliance thereupon, including the availability, suitability, reliability, or performance thereof, and Samsung does not endorse any Third Party Goods or Third Party Services or any advertising, products or other materials on or available via Third Party Goods or Third Party Services.

(c) SAMSUNG MAKES NO REPRESENTATION AND PROVIDES NO WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING ANY THIRD PARTY GOOD OR ANY THIRD PARTY SERVICE, AND SAMSUNG SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. Using the Services

5.1 The Services are provided only for your personal, noncommercial use. Subject to the terms and conditions of this Agreement, Samsung hereby grants you, and you accept, a limited, personal, nonexclusive, nontransferable and revocable right to use the Service only as authorized in this Agreement and in any applicable separate terms from Samsung. Access to the Services is licensed, not sold. All references to the Services include all related graphics, user interfaces, scripts and software used to implement and provide access to the Services, and any updates, upgrades, enhancements, modifications, revisions or additions to the Services made available by Samsung. However, Samsung is under no obligation to provide any updates, upgrades, enhancements, modifications, revisions or additions to the Services.

5.2 You must not access or attempt to access any of the Services other than through the interface for the Services made available by Samsung. Without limiting the foregoing, you must not access or attempt to access any of the Services through any automated means, including scripts or web crawlers.

5.3 You agree to comply with all instructions made available to you in connection with the Services.

5.4 Certain Services may automatically download and install updates from time to time from Samsung. Such updates may be in various forms, including bug fixes, enhanced or new functions or features, new software modules and completely new versions. You agree to receive such updates (and permits Samsung to deliver such updates to you) as part of the Services.

5.5 You must not engage in any activity that may cause interference with or disruption to the Services or any servers or networks that are connected to the Services.

5.6 You must not reproduce, reverse-engineer, duplicate, copy, re-transmit, distribute, sell, trade or resell all or any portion of the Services, any code forming a part of the Services, and all or any portion of any Third Party Goods or Third Party Services.

5.7 A Service may have supplemental service terms and require additional consent from you before such Service or a feature or functionality of such Service is made available to you. By providing the additional consent, you shall be bound by the applicable supplemental terms in addition to this Agreement. To the extent of any actual conflict between the supplemental terms and this Agreement, the supplemental terms shall govern but only as specifically related to the Service to which the supplemental terms are applicable.

6. Payment, Samsung Checkout on TV

6.1 Samsung may make available to Users various electronic payment methods, such as credit card, or PayPal, to facilitate the purchase of the Digital Goods with the "Samsung Checkout on TV" service. Samsung may or may not be the seller of the Digital Goods you purchase. When you purchase Digital Goods with Samsung Checkout on TV, you agree to abide by all applicable terms and conditions governing such electronic transaction whether such terms are included in an agreement with Samsung, the provider of Third Party Goods or Third Party Services, any provider of the means to conduct an electronic payment transaction, and your credit card company and your financial institution. Samsung reserves the right to add or remove payment methods at its sole discretion and possibly without notice to you.

6.2 When you make a purchase with Samsung Checkout on TV, your total price will include applicable sales tax. Except as stated in Section 6.5, all sales are final.

6.3 To utilize Samsung Checkout on TV, you will need to have a Samsung Account. If you don't have one already, you can sign up at account.samsung.com or on Smart TV. Use of the Samsung Account will be subject to the Samsung Account Terms and Conditions, available at <https://account.samsung.com/membership/terms>. You are responsible for providing accurate payment information and the full payment of your Digital Goods purchases. By using Samsung Checkout on TV, you authorize Samsung to charge your credit card or another selected payment account for your purchases. If you want to change your payment information, you may do so any time at the "Purchase Information" section within Samsung Smart Hub. There may be a temporary disruption of your access to the Samsung Checkout on TV service until the validity of the new payment information is verified. Samsung does not store your actual credit card information or payment account log-in information.

6.4 Please note that the prices and currency charged for Digital Goods may vary

depending on your location. Prices for Digital Goods may change at any time, and Samsung Checkout on TV does not provide price protection or refunds in the event of a price reduction or promotional offering.

6.5 Refund

(a) Except for In-App Purchases (as defined below), you may receive a refund of a purchased application for which you have paid through Samsung Checkout on TV (a "Paid App") for any reason within two (2) hours of completing the purchase, provided that you have not accessed, watched, streamed, played, viewed, or otherwise used the Paid App. To request a refund, please submit the refund request through the "Purchase History" section of the Samsung Smart Hub. Samsung will initiate the refund process upon (i) receipt of the request and (ii) confirmation that the Paid App has not been accessed or used, and will remove or delete the Paid App for which the refund is sought. After expiration of the two (2)-hour refund request window, you must submit any refund request directly to the seller of Paid App. The seller has sole discretion over whether to honor the request, and you agree that Samsung has no responsibility or liability for the seller's decision or its refund process or policy. If you are unable to identify the seller, please contact us at payontv.help@samsung.com.

(b) Each request for a refund of a purchase made via Samsung Checkout on TV within an application (an "In-App Purchase") must be submitted directly to the seller in accordance with its policies, not to Samsung. Seller has sole discretion over whether to honor the refund request, and you agree that Samsung has no responsibility or liability for the Seller's decision or its refund process or policy.

(c) As distinct from subsections 6.5(a) and (b), if you are unable to download or receive a Paid App because of a technical problem, or if the Paid App is materially defective, please contact us at payontv.help@samsung.com. In such circumstances Samsung may, in its sole discretion, replace, make available for re-download, or refund the Paid App. For In-app Purchase, please contact the seller directly for any technical problems or defects relating to In-App Purchases. Samsung has no responsibility or liability for technical problems or defects relating to In-App Purchases. For avoidance of any doubt, Samsung will not refund you for any In-App Purchase.

7. Content Rights

7.1 Samsung is not responsible for any content you may access as part of or via your use of the Services (including audio and sound files, data files, images, graphics, animation, music, photographs, software, videos and written text) that were created by or are owned by a third party ("Third Party Content"), including advertisements, messages, or other sponsored content. Any responsibility or liability for any Third Party Content shall remain solely with the creator, owner, or licensee of such Third Party Content and not with Samsung whatsoever.

7.2 You acknowledge and agree that Third Party Content is protected by the

proprietary and intellectual property rights of the creator, owner and licensee of such Third Party Content. You must not modify, reverse-engineer, copy, rent, lease, loan, sell, resell, re-transmit, distribute, trade, publicly display or create derivative works of any Third Party Content, either in whole or in part, without obtaining a license from such creator, owner or licensee.

7.3 Samsung, at its sole discretion, may, but is not obligated to, pre-screen, review, flag, filter, modify, refuse, suspend, or remove any Third Party Content that are provided to you as part of or via the Services, without giving prior notice to you.

7.4 You acknowledge and agree that, by using the Services, you may be exposed to Third Party Content that you may find offensive, indecent or objectionable and that, in that respect, you agree to use the Services at your own risk. You agree to assume such risk on behalf of any Minor for whom you are the Minor's parent or legal guardian using the Services, and you agree to shield and not expose such Services from or to any Minor using the Services who is not your child or for whom you are not such Minor's legal guardian.

8. Samsung's Proprietary Rights

8.1 You acknowledge and agree that Samsung (or Samsung's licensors) owns all legal right, title and interest in and to the Services, including all intellectual property rights (existing anywhere in the world and whether registered or not) which subsist in the Services.

8.2 You must not remove, obscure, or alter any proprietary rights (including copyright and trade mark notices) which are affixed to or contained within the Services.

9. Advertisements

The Services or a part thereof may display advertisements and promotions and may be supported by advertising revenue. Such advertisements and promotions may be targeted to you based on information you may make available through the Services and through queries made by third parties in connection with your use of the Services.

10. Changes to this Agreement; Notice of Changes

Samsung may make changes to the terms of this Agreement from time to time. When material changes are made, Samsung will provide Users with reasonable advance notice before such changes become effective. If the User wants to accept the revised Agreement, the User shall reset the Smart Hub, then go through the set-up process again.

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12.2 WITHOUT LIMITING THE PREVIOUS DISCLAIMER, SAMSUNG, ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICES WILL (a) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER, (b) WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS OR ERRORS (c) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU AND THE INFORMATION YOU PROVIDE) FROM UNAUTHORIZED ACCESS, (d) WILL BE ACCURATE, COMPLETE, OR RELIABLE, (e) THAT THE QUALITY OF THE SERVICES WILL BE SATISFACTORY TO YOU, OR (f) THAT ERRORS OR DEFECTS WILL BE CORRECTED.

12.3 THE USER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USER'S OWN DISCRETION AND RISK AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY CONSEQUENCE(S) THAT RESULTS, INCLUDING ANY DAMAGE OR HARM CAUSED BY ANY VIRUS, SPYWARE, WORM OR MALWARE.

12.4 NO ADVICE OR INFORMATION (WHETHER ORAL OR WRITTEN) OBTAINED BY THE USER FROM SAMSUNG ON OR VIA THE SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

13. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG SHALL NOT BE LIABLE TO THE USER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY THEORY OF LIABILITY, AND WHETHER OR NOT THAT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO SAMSUNG, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (b) ANY LOSS OF INCOME, BUSINESS, ACTUAL OR ANTICIPATED PROFITS, OPPORTUNITY, GOODWILL, OR REPUTATION (WHETHER DIRECT OR INDIRECT); (c) ANY DAMAGE

TO OR CORRUPTION OF DATA (WHETHER DIRECT OR INDIRECT); OR (d) ANY LOSS OR DAMAGE AS A RESULT OF: (i) USE THE USER MAY MAKE OF THE SERVICES, (ii) ANY RELIANCE PLACED BY THE USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, (iii) ANY RELATIONSHIP OR TRANSACTION BETWEEN THE USER AND A THIRD PARTY PROVIDER OF ANY SERVICE, PRODUCT, OR CONTENT, INCLUDING ADVERTISERS AND SPONSORS WHOSE ADVERTISING IS MADE AVAILABLE ON OR VIA THE SERVICES; AND (iv) ANY CHANGES TO THE SERVICES, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES OR ANY PORTION THEREOF.

14. General

14.1 The User shall rely upon only the written terms set out in the terms of this Agreement and not any representations made elsewhere, including in advertising or directly to the User by any of our employees. This Agreement integrates and supersedes any and all prior oral or written agreements relating to the subject matter hereof. This Agreement may not be modified or amended, in whole or in part, except as set forth in Section 10.

14.2 Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

14.3 The User agrees that if Samsung does not exercise or enforce any legal right or remedy which is set out in this Agreement, or which Samsung has the benefit of under any applicable law, such will not be construed as a waiver of Samsung's rights or remedies, and that such rights or remedies remain available to Samsung.

14.4 If any provision of this Agreement is held to be invalid by any judicial or administrative authority, then that provision will be removed from this Agreement without affecting the remaining provisions of this Agreement, which will continue to be valid and enforceable.

14.5 The User acknowledges and agrees that each Samsung Affiliate shall be a third party beneficiary to this Agreement and shall be entitled to directly enforce, and rely upon, any provision of this Agreement which confers a benefit on (or rights in favor of) them. Subject to the foregoing, no other person shall be a third party beneficiary to this Agreement. For the purposes of this Agreement, an Affiliate of Samsung is any company, corporation, firm, partnership or other entity that controls Samsung, is controlled by Samsung or is under common control with Samsung; the term "controls" and "controlled" meaning the ability to direct the management of the relevant entity.

14.6 The User may not transfer or assign this Agreement or any of the User's rights or obligations arising hereunder. Any transfer in violation of this Agreement shall be void.

14.7 Samsung will not be liable or responsible for any failure to perform, or delay in performance of, any of any obligations under this Agreement that is caused by acts or events beyond Samsung's reasonable control.

2.1 You must accept the terms of this Agreement in order to use the Services, and may not use the Services otherwise. By using our Services, you are agreeing to the terms of this Agreement and this Agreement becomes legally binding between you and Samsung in relation to the Services and your use of the Services.

2.2 If you are a parent or guardian permitting a person under the legal age of majority ("Minor") to use the Services, you agree to: (i) supervise the Minor's use of the Services; (ii) assume all risks associated with the Minor's use of the Services, including the receipt and transmission of information and materials via the Services and the transactions made for Digital Goods and Third Party Services; (iii) assume any liability resulting from the Minor's use of the Services; and (iv) be bound by this Agreement for the Minor's access and use of the Services.

3. Translation of this Agreement

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4. The Services

4.1 Generally

(a) The Services are provided to you by Samsung and in some cases, by Samsung's Affiliates (as defined in Clause 14.5) on behalf of Samsung. You agree that Samsung's Affiliates are each entitled to provide the Services to you under this Agreement.

(b) You acknowledge and agree that there may be non-material changes to the form and nature of the Services provided from time to time without prior notice to you. Samsung will use commercially reasonable efforts to notify you of material changes to the Services.

(c) You acknowledge and agree that Samsung may, in its sole discretion, suspend or cease providing the Services (or any part of the Services) to a specific User or all Users upon prior notice.

4.2 Digital Goods, Third Party Services

(a) The Services may include digital goods, including but not limited to movies, applications, and games provided by Samsung or third parties through the Smart TV ("Digital Goods", and where provided by a third party and not Samsung, "Third Party Goods") or may link to other websites, content, resources and services provided by a third party and not Samsung ("Third Party Services"). Your access to and use of Third Party Goods and Third Party Services shall be governed by an agreement between you and the provider of Third Party Goods or Third Party Services, and shall not be governed by the terms of this Agreement or any other

agreement between you and us.

(b) You purchase and use Third Party Goods and Third Party Services at your own risk. User acknowledges and agrees that Samsung is not responsible for, and will not be liable for, any Third Party Goods or Third Party Services or the User's purchase, use, or reliance thereupon, including the availability, suitability, reliability, or performance thereof, and Samsung does not endorse any Third Party Goods or Third Party Services or any advertising, products or other materials on or available via Third Party Goods or Third Party Services.

(c) SAMSUNG MAKES NO REPRESENTATION AND PROVIDES NO WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING ANY THIRD PARTY GOOD OR ANY THIRD PARTY SERVICE, AND SAMSUNG SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. Using the Services

5.1 The Services are provided only for your personal, noncommercial use. Subject to the terms and conditions of this Agreement, Samsung hereby grants you, and you accept, a limited, personal, nonexclusive, nontransferable and revocable right to use the Service only as authorized in this Agreement and in any applicable separate terms from Samsung. Access to the Services is licensed, not sold. All references to the Services include all related graphics, user interfaces, scripts and software used to implement and provide access to the Services, and any updates, upgrades, enhancements, modifications, revisions or additions to the Services made available by Samsung. However, Samsung is under no obligation to provide any updates, upgrades, enhancements, modifications, revisions or additions to the Services.

5.2 You must not access or attempt to access any of the Services other than through the interface for the Services made available by Samsung. Without limiting the foregoing, you must not access or attempt to access any of the Services through any automated means, including scripts or web crawlers.

5.3 You agree to comply with all instructions made available to you in connection with the Services.

5.4 Certain Services may automatically download and install updates from time to time from Samsung. Such updates may be in various forms, including bug fixes, enhanced or new functions or features, new software modules and completely new versions. You agree to receive such updates (and permits Samsung to deliver such updates to you) as part of the Services.

5.5 You must not engage in any activity that may cause interference with or disruption to the Services or any servers or networks that are connected to the Services.

5.6 You must not reproduce, reverse-engineer, duplicate, copy, re-transmit, distribute, sell, trade or resell all or any portion of the Services, any code

forming a part of the Services, and all or any portion of any Third Party Goods or Third Party Services.

5.7 A Service may have supplemental service terms and require additional consent from you before such Service or a feature or functionality of such Service is made available to you. By providing the additional consent, you shall be bound by the applicable supplemental terms in addition to this Agreement. To the extent of any actual conflict between the supplemental terms and this Agreement, the supplemental terms shall govern but only as specifically related to the Service to which the supplemental terms are applicable.

6. Payment, Samsung Checkout on TV

6.1 Samsung may make available to Users various electronic payment methods, such as credit card, or PayPal, to facilitate the purchase of the Digital Goods with the "Samsung Checkout on TV" service. Samsung may or may not be the seller of the Digital Goods you purchase. When you purchase Digital Goods with Samsung Checkout on TV, you agree to abide by all applicable terms and conditions governing such electronic transaction whether such terms are included in an agreement with Samsung, the provider of Third Party Goods or Third Party Services, any provider of the means to conduct an electronic payment transaction, and your credit card company and your financial institution. Samsung reserves the right to add or remove payment methods at its sole discretion and possibly without notice to you.

6.2 When you make a purchase with Samsung Checkout on TV, your total price will include applicable sales tax. Except as stated in Section 6.5, all sales are final.

6.3 To utilize Samsung Checkout on TV, you will need to have a Samsung Account. If you don't have one already, you can sign up at account.samsung.com or on Smart TV. Use of the Samsung Account will be subject to the Samsung Account Terms and Conditions, available at <https://account.samsung.com/membership/terms>. You are responsible for providing accurate payment information and the full payment of your Digital Goods purchases. By using Samsung Checkout on TV, you authorize Samsung to charge your credit card or another selected payment account for your purchases. If you want to change your payment information, you may do so any time at the "Purchase Information" section within Samsung Smart Hub. There may be a temporary disruption of your access to the Samsung Checkout on TV service until the validity of the new payment information is verified. Samsung does not store your actual credit card information or payment account log-in information.

6.4 Please note that the prices and currency charged for Digital Goods may vary depending on your location. Prices for Digital Goods may change at any time, and Samsung Checkout on TV does not provide price protection or refunds in the event of a price reduction or promotional offering.

6.5 Refund

(a) Except for In-App Purchases (as defined below), you may receive a refund of

a purchased application for which you have paid through Samsung Checkout on TV (a "Paid App") for any reason within two (2) hours of completing the purchase, provided that you have not accessed, watched, streamed, played, viewed, or otherwise used the Paid App. To request a refund, please submit the refund request through the "Purchase History" section of the Samsung Smart Hub. Samsung will initiate the refund process upon (i) receipt of the request and (ii) confirmation that the Paid App has not been accessed or used, and will remove or delete the Paid App for which the refund is sought. After expiration of the two (2)-hour refund request window, you must submit any refund request directly to the seller of Paid App. The seller has sole discretion over whether to honor the request, and you agree that Samsung has no responsibility or liability for the seller's decision or its refund process or policy. If you are unable to identify the seller, please contact us at payontv.help@samsung.com.

(b) Each request for a refund of a purchase made via Samsung Checkout on TV within an application (an "In-App Purchase") must be submitted directly to the seller in accordance with its policies, not to Samsung. Seller has sole discretion over whether to honor the refund request, and you agree that Samsung has no responsibility or liability for the Seller's decision or its refund process or policy.

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7.2 You acknowledge and agree that Third Party Content is protected by the proprietary and intellectual property rights of the creator, owner and licensee of such Third Party Content. You must not modify, reverse-engineer, copy, rent, lease, loan, sell, resell, re-transmit, distribute, trade, publicly display or create derivative works of any Third Party Content, either in whole or in part, without obtaining a license from such creator, owner or licensee.

7.3 Samsung, at its sole discretion, may, but is not obligated to, pre-screen,

review, flag, filter, modify, refuse, suspend, or remove any Third Party Content that are provided to you as part of or via the Services, without giving prior notice to you.

7.4 You acknowledge and agree that, by using the Services, you may be exposed to Third Party Content that you may find offensive, indecent or objectionable and that, in that respect, you agree to use the Services at your own risk. You agree to assume such risk on behalf of any Minor for whom you are the Minor's parent or legal guardian using the Services, and you agree to shield and not expose such Services from or to any Minor using the Services who is not your child or for whom you are not such Minor's legal guardian.

8. Samsung's Proprietary Rights

8.1 You acknowledge and agree that Samsung (or Samsung's licensors) owns all legal right, title and interest in and to the Services, including all intellectual property rights (existing anywhere in the world and whether registered or not) which subsist in the Services.

8.2 You must not remove, obscure, or alter any proprietary rights (including copyright and trade mark notices) which are affixed to or contained within the Services.

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do so by law or regulation (for example, where the provision of the Services to the User is, or becomes, unlawful); or (c) upon thirty (30) days' notice, if Samsung determines in its sole discretion to terminate or discontinue providing the Services in the territory in which the User is resident or from which the User uses the Services. Nothing in this Clause 11.3 affects Samsung's rights in relation to the provision of Services under Clause 4.

12. Warranties Disclaimer

12.1 THE SERVICES ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. SAMSUNG, ITS AFFILIATES AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

12.2 WITHOUT LIMITING THE PREVIOUS DISCLAIMER, SAMSUNG, ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICES WILL (a) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER, (b) WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS OR ERRORS (c) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU AND THE INFORMATION YOU PROVIDE) FROM UNAUTHORIZED ACCESS, (d) WILL BE ACCURATE, COMPLETE, OR RELIABLE, (e) THAT THE QUALITY OF THE SERVICES WILL BE SATISFACTORY TO YOU, OR (f) THAT ERRORS OR DEFECTS WILL BE CORRECTED.

12.3 THE USER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE USER'S OWN DISCRETION AND RISK AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY CONSEQUENCE(S) THAT RESULTS, INCLUDING ANY DAMAGE OR HARM CAUSED BY ANY VIRUS, SPYWARE, WORM OR MALWARE.

12.4 NO ADVICE OR INFORMATION (WHETHER ORAL OR WRITTEN) OBTAINED BY THE USER FROM SAMSUNG ON OR VIA THE SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

13. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG SHALL NOT BE LIABLE TO THE USER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY THEORY OF LIABILITY, AND WHETHER OR NOT THAT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO SAMSUNG, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (b) ANY LOSS OF INCOME, BUSINESS, ACTUAL OR ANTICIPATED PROFITS, OPPORTUNITY, GOODWILL, OR REPUTATION (WHETHER DIRECT OR INDIRECT); (c) ANY DAMAGE TO OR CORRUPTION OF DATA (WHETHER DIRECT OR INDIRECT); OR (d) ANY LOSS OR DAMAGE AS A RESULT OF: (i) USE THE USER MAY MAKE OF THE SERVICES, (ii) ANY RELIANCE PLACED BY THE USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, (iii) ANY RELATIONSHIP OR TRANSACTION BETWEEN THE USER AND A THIRD PARTY PROVIDER OF ANY SERVICE, PRODUCT, OR CONTENT, INCLUDING ADVERTISERS AND SPONSORS WHOSE ADVERTISING IS MADE AVAILABLE ON OR VIA THE SERVICES; AND (iv) ANY CHANGES TO THE SERVICES, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES OR ANY

PORTION THEREOF.

14. General

14.1 The User shall rely upon only the written terms set out in the terms of this Agreement and not any representations made elsewhere, including in advertising or directly to the User by any of our employees. This Agreement integrates and supersedes any and all prior oral or written agreements relating to the subject matter hereof. This Agreement may not be modified or amended, in whole or in part, except as set forth in Section 10.

14.2 Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

14.3 The User agrees that if Samsung does not exercise or enforce any legal right or remedy which is set out in this Agreement, or which Samsung has the benefit of under any applicable law, such will not be construed as a waiver of Samsung's rights or remedies, and that such rights or remedies remain available to Samsung.

14.4 If any provision of this Agreement is held to be invalid by any judicial or administrative authority, then that provision will be removed from this Agreement without affecting the remaining provisions of this Agreement, which will continue to be valid and enforceable.

14.5 The User acknowledges and agrees that each Samsung Affiliate shall be a third party beneficiary to this Agreement and shall be entitled to directly enforce, and rely upon, any provision of this Agreement which confers a benefit on (or rights in favor of) them. Subject to the foregoing, no other person shall be a third party beneficiary to this Agreement. For the purposes of this Agreement, an Affiliate of Samsung is any company, corporation, firm, partnership or other entity that controls Samsung, is controlled by Samsung or is under common control with Samsung; the term "controls" and "controlled" meaning the ability to direct the management of the relevant entity.

14.6 The User may not transfer or assign this Agreement or any of the User's rights or obligations arising hereunder. Any transfer in violation of this Agreement shall be void.

14.7 Samsung will not be liable or responsible for any failure to perform, or delay in performance of, any of any obligations under this Agreement that is caused by acts or events beyond Samsung's reasonable control.

14.8 The Agreement and the User's relationship with Samsung under this Agreement shall be governed by the laws of the State of New York without regard to its conflict of law principles. By using the Services, the User unconditionally consents and agrees that: (a) any claim, dispute or controversy (whether in contract, tort, or otherwise) the User may have against any Samsung entity, the officers, directors, agents and employees of any Samsung entity (the "Samsung

Entity(ies)”) arising out of, relating to, or connected in any way with the Services or the determination of the scope or applicability of this clause, will be resolved exclusively by final and binding arbitration administered by the ICC and conducted before a sole arbitrator in accordance with the rules of the ICC; (b) this clause is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (c) the arbitration shall be held in New York, New York; (d) the arbitrator’s decision shall be controlled by the terms and conditions of this Agreement and any other agreements referenced herein that the User has agreed to in connection with the Services; (e) the arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (f) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the User’s and/or the applicable Samsung Entity’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and the User will not file or participate in a class action against Samsung; (g) the arbitrator shall not have the power to award punitive damages against the User or any Samsung Entity; (h) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Samsung Entity exceed One Hundred Twenty-Five US Dollars (US\$125), and you are unable (or not required under the rules of ICC) to pay any fees and deposits that exceed this amount, Samsung agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if the User is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Samsung will pay as much of the User’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive; and (i) with the exception of subsection (f) above, if any part of this arbitration provision is deemed invalid, unenforceable or illegal, or otherwise conflicts with the rules of ICC, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subsection (f) above is found to be invalid, unenforceable or illegal, the entirety of this arbitration provision shall be null and void, and neither the User nor Samsung shall be entitled to arbitrate the dispute. For more information on the ICC and/or the rules of the ICC, visit their website at www.iccwbo.org.